

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WISCONSIN

IHOP FRANCHISING LLC, as successor )  
in interest to International House of )  
Pancakes, Inc., and IHOP PROPERTIES, )  
LLC, as successor in interest to IHOP )  
Properties, Inc., )

Plaintiffs, )

v. )

TAGURA MANAGEMENT, INC., )  
TAGURA MANAGEMENT RACINE, )  
INC., TAGURA MANAGEMENT )  
PLOVER, INC., TAGURA )  
MANAGEMENT WEST DUBUQUE, )  
INC., MARILU T. BOEGER, and ERIN P. )  
BOEGER )

CASE NO. 08-CV-000053

Defendants.

**JUDGMENT PURSUANT TO STIPULATION**

Pursuant to and in accordance with the Stipulation for Entry of Judgment  
executed by the parties to this action, IT IS HEREBY ORDERED, ADJUDGED, AND  
DECREED:

1. Plaintiffs, IHOP FRANCHISING LLC, as successor in interest to  
International House of Pancakes, Inc., and IHOP PROPERTIES, LLC, as successor in  
interest to IHOP Properties, Inc., (collectively, "IHOP") shall be entitled to judgment in  
IHOP's favor and against Defendants Tagura Management, Inc., Tagura Management  
Racine, Inc., Tagura Management Plover, Inc., Tagura Management West Dubuque, Inc.,  
Marilu T. Boeger ("M. Boeger"), and Erin P. Boeger (E. Boeger) (collectively the  
"Franchisees") on all Counts of IHOP's Complaint;

2. Defendants' franchise for the operation of IHOP restaurants located at 4614 East Washington Avenue, Madison, WI 53704 ("IHOP #1255"), 3025 Village Park Drive, Plover, WI 54467 ("IHOP #3125"), 5800 Durand Avenue, Racine, WI 53406 ("IHOP #5337"), and 1785 John F. Kennedy Road, Dubuque, IA 52002 ("IHOP #5420") (collectively the "Restaurants") are terminated by IHOP because of the Franchisees' defaults under the Franchise Documents between IHOP as franchisor and the Franchisees for the Restaurants;

3. IHOP shall recover from the Franchisees immediate possession of IHOP #1255, IHOP #5337 and IHOP #5420;

4. The Franchisees, their agents and employees and all those acting in concert with them, are enjoined from continuing to operate International House of Pancakes Restaurants at the location of any of the Restaurants and shall vacate IHOP #1255, IHOP #5337 and IHOP #5420 immediately;

5. The Franchisees shall immediately cease operating an IHOP restaurant at IHOP #3125 and shall cease using any and all IHOP Trademarks at IHOP #3125 and de-identify the IHOP #3125 as a restaurant in any way associated with IHOP, and deliver and surrender any and all IHOP Trademarks to IHOP, as provided in the Franchise Documents.

6. IHOP is entitled to specific performance of the following provision in Paragraph 8.09 of the Franchise Agreement:

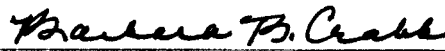
"Upon the expiration or termination of this Agreement for any reason, Franchisee shall deliver and surrender up to Franchisor or its Affiliate any and all manuals, Bulletins, instruction sheets, forms, marks, devices, Trademarks, and the possession of any physical objects bearing or containing any of said Trademarks, and shall not thereafter use any of the same or any such Trademarks or Trade Secrets; . . ."

7. IHOP shall be awarded from the Franchisees the sum of One Hundred Sixty-Five Thousand, Three Hundred Twenty-Eight Dollars and Five Cents (\$165,328.05), for rent and other charges owing pursuant to the Franchise Documents, as of January 1, 2008, plus IHOP shall also be awarded all additional monetary obligations of the Franchisees to IHOP that may become due and owing under the Franchise Documents thereafter, including interest, and attorneys' fees;

8. The Franchisees shall also pay IHOP's attorney's fees and costs related to this Lawsuit, including any amounts to enforce the Stipulation for Entry of Judgment; and

9. Interest shall accrue on all amounts owed to IHOP at the rate of Ten Percent (10%), per annum.

SO ORDERED.



Judge Barbara B. Crabb

*February 5, 2008*